

**SECOND INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BETWEEN
THE QUINULT INDIAN NATION AND THE WASHINGTON STATE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

PREAMBLE

The Quinault Indian Nation (hereinafter the Nation) and the Washington State Department of Social and Health Services (hereinafter the Department) signed their first Intergovernmental Agreement for Temporary Assistance for Needy Families on April 2, 2001 to transfer State Maintenance of Effort funds and to work in partnership to coordinate state and tribal benefits and services. The Tribe and the Department agreed to an extension of this initial Agreement to be effective from April 1, 2004 to December 31, 2004. (Amendments 1-2) The Nation has approval from the United States Department of Health and Human Services to continue administration of their Tribal Family Assistance Plan for an additional three years. The Nation and the Department have negotiated this Second Intergovernmental Agreement.

I. AUTHORITY

THIS AGREEMENT is entered into between the Nation and the Department pursuant to their respective governmental authorities. The Quinault Indian Nation Business Committee is authorized to enter into this Agreement under Article V., Section 3 of the Quinault Indian Nation's Constitution. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.080A.040 authorizes the State to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal TANF program as provided for in P.L. 104-193 and to transfer a fair and equitable share of maintenance of effort funds to the eligible Indian tribe. The Department and the Nation desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

The Department and the Nation each have jurisdiction over domestic relations, including providing comprehensive welfare reform services and additional supportive services.

The Department and the Nation recognize that the Nation has a compelling interest as a sovereign in promoting and maintaining the governmental and cultural integrity of the Nation. The parties recognize their respective sovereignty and enter into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian Nations with approved TANF plans. The Nation will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population. The parties recognize that their ability to serve TANF families shall be enhanced with the establishment of a process and procedures for the transfer and exchange of services. Coordinating the transfer of identified cases from the Department to the Nation shall assist in ensuring that tribal families receive uninterrupted services.

II. PURPOSE

The Department and the Nation enter into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds to the Nation and to work in partnership to coordinate state and tribal benefits and services. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into work and time-limited assistance. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both the Department and the Nation. The parties recognize that their ability to serve TANF families will be enhanced with the establishment of a process and procedure for the transfer of identified cases to ensure a seamless exchange of services.

III. DEFINITIONS

The Department and the Nation agree for the purposes of this Agreement to the following definitions.

1. Retrocession: Means the process by which an Indian nation voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate previously awarded state and federal funds before that authority otherwise expires.
2. State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon whether a State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs.
3. TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PL 104-103) and codified in title IV-A of the Social Security Act operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.

4. TFAP (TANF Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
5. Tribal TANF Program: Means a TANF program developed by an eligible Indian nation, tribal organization, or consortium and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
6. WorkFirst: The state's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.

IV. THE DEPARTMENT AND THE NATION AGREE TO THE FOLLOWING:

The Department and the Nation engaged in negotiations to 1) determine the data that would be submitted by the Department to the United States Department of Health and Human Services (hereinafter HHS), from which HHS would determine the Nation's federal TANF grant amount, and 2) determine the amount of State MOE and other monetary and non-monetary enhancements that would be provided by the Department to assist the Nation's TANF program.

The Nation currently has an approved TFAP, which is incorporated by reference. There have been no changes in the Nation's service area and the scope of the TANF plan will not be substantially changed in its 2004-2007 TFAP. The effective date of the Nation continuing its TFAP is April 1, 2004. Consistent with its federally approved TFAP, the Nation agrees to continue to serve all Indian families residing on the Quinault reservation and only tribal members residing in their "near reservation" service area. This includes providing assistance in Grays Harbor County and Western Jefferson County, which is defined as Jefferson County from the Western boundary of the Olympic National Park to the Pacific Ocean.

The Department and the Nation determined that there were 433 tribal families receiving public assistance benefits in 1994, based on the Nation's identified service population as identified in their TFAP.

During the three years of this Agreement the Department agrees to transfer to the Nation in state funds, a total of \$3,741,792 for the period April 1, 2004 to March 31, 2007. For the Plan years, the Department agrees to pay \$1,247,264 for each of these one (1) year periods. This financial commitment by the state includes funds the Department previously transferred to the Nation in the amount of \$935,448 for the period April 1, 2004 to December 31, 2004 under contract no. 0162-81149, Amendment No. 2. Included within the annual funding stated above, the Department agrees to pay to the Tribe Funding Based Upon Unique Needs (formerly enhanced funding for future employment opportunities) of \$150,000 for each of the three years. The annual amounts will be paid to the Tribe, upon submission of a department voucher (A-19), at the beginning of each calendar quarter, in accordance with the State MOE Payment Schedule, Exhibit A, attached and incorporated.

The Department and the Nation will negotiate a quarterly reconciliation process and methodology for eligible Tribal TANF families identified in the Nation's federally approved Tribal TANF Plan served by the Department during the agreement period. Any needed adjustments, based on a mutually agreed reconciliation process, will be made to each quarterly payment.

The Department and the Nation will negotiate and establish criteria and outcomes for measurements of success and a mechanism that will enable the Department to know how the Nation has used the State's MOE funds and the number of eligible families served with the funds, as required by the November 27, 2000 TANF Policy Announcement (No. TANF-ACF-PA-00-4) issued by the U.S. Department of Health and Human Services, and incorporated by reference.

The parties commit to develop the process and procedures for reconciliation, measurements of success and a reporting mechanism for State MOE funds within six months of signing this Agreement.

Based on recent changes in policy, the Department and the Nation agree to negotiate a data share agreement.

V. IMPLEMENTATION AGREEMENTS

The Department and the Nation shall develop an Operational Agreement describing the working relationship between the Department of Social & Health Services Region 6 and the Nation, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party. This Operational Agreement shall also include an Information and Data Sharing Protocol. The protocol shall include provisions identifying State and Tribal confidentiality protections and provisions to ensure that a family receiving assistance under the Nation's plan may not receive assistance from other state or tribal TANF programs.

The Department, through the Division of Child Support, and the Nation shall develop a protocol to provide for a mechanism for the Department to bring child support cases into tribal court. The Nation is in the process of requesting start-up funds under 45 CFR Part 310 to develop their own tribal child support program.

VI. RESPONSIBILITIES OF THE NATION

The Nation shall provide TANF services as described in its federally approved TANF Plan. The Nation shall comply with all applicable federal regulations governing the use of federal and state funds as they pertain to tribal governments.

The Department and the Nation agree the Nation will provide to the Department within thirty days of receipt its annual federal audit of the tribal TANF programs where there are any findings. The Department and the Nation will jointly review the findings to determine if there are significant discrepancies. If they determine there are significant discrepancies, the Nation agrees, upon request, to provide the Department or its designee with its program records

relating to the expenditures of State MOE funds for the limited purpose of determining compliance.

Should the Department find the Nation to be out of compliance, the Department shall notify the Nation in writing of such finding and the Nation shall be given reasonable time in which to cure the noncompliance.

If the Department and the Nation are unable to agree on what are "significant discrepancies" or a "reasonable time" as it refers to the time period for the Nation to cure a noncompliance, the parties will resolve these situations as set forth in subsection VIII of this Agreement.

In the event the Nation fails to comply with the terms and conditions of this Agreement, it may result in nonpayment, an overpayment finding collectable by the Department, and/or termination of the Agreement.

Consistent with its federally approved TFAP, the Nation shall make the final determination of tribal membership of families applying for Tribal TANF services. The Nation shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

The Nation shall provide the Department with a list and description of the current eligibility for Tribal TANF services. If and when changes or revisions of such eligibility occur, the Nation shall promptly inform the Department of these changes or revisions.

If the Nation requests an amendment to its TFAP which would have a significant financial impact on the Department, the Nation shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and the Nation shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before the Nation implements the amendment. The Nation agrees to give the Department notice when such amendments are approved.

If the Nation chooses to terminate or retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of HHS. All future scheduled State funded payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of termination or retrocession date shall be returned to the Department within 45 days of the termination or retrocession date.

VII. RESPONSIBILITIES OF THE DEPARTMENT

The Department shall provide the Nation's TANF recipients with equitable access to Medical Assistance and the Food Stamp Program (called Basic Food in Washington State) eligibility determination and distribution services. The Department shall also provide equitable access to the benefits of the Department's Childcare program including program eligibility and payment for childcare providers based on state law.

The Department shall provide the Nation with a list and description of the current eligibility for State funded TANF services. If and when changes or revisions of such eligibility occur, the Department shall promptly inform the Nation of these changes or revisions.

VIII. CONFLICT RESOLUTION

The Department and the Nation understand that there may be times when a question is raised by either party regarding the appropriateness of a referral, either from the Department to the Nation or from the Nation to the Department. The Department and the Nation acknowledge that there may be instances in which either the Department or the Nation has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such instance, the Department and the Nation shall attempt to resolve the matter through discussions. If unsuccessful, the Department and the Nation agree to refer the matter to non-binding mediation.

Either party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both the Department and the Nation. The cost of a mediator shall be born equally by the Department and the Nation.

If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals, one (1) selected by the Department, one (1) selected by the Nation and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

IX. EXECUTION, AMENDMENT, WAIVER AND TERMINATION

This Agreement may be reviewed annually at the request of either the Nation or the Department. This Agreement may be altered, amended or any provision may be waived by written agreement signed by both parties.

This Agreement is for three years. During this time, TANF is expected to be reauthorized at the federal and state level. If there are changes to the funding structure under federal or state TANF legislation that significantly impacts either party, each reserves the right to renegotiate this Agreement. Payments are subject to the availability of adequate federal and state funds. DSHS may renegotiate this Agreement subject to the new funding limitations and conditions by providing forty-five (45) calendar days' written notice.

This Agreement incorporates the Indian Nation and DSHS Agreement Quinault Indian Nation #0082-44139 Regarding General Terms and Conditions by reference, including but is not limited to, the provisions for Termination Due to Change in Funding, and Termination for Convenience. For this Agreement, either party may terminate the Agreement by giving the other party forty-five (45) calendar days' written notice.

X. TERM

The period of performance for **THIS AGREEMENT** is from January 1, 2005 to March 31, 2007 unless extended, or terminated prior to that date, as provided herein.

The following representatives by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

Pearl Capoeman-Baller
PEARL CAPOEMAN-BALLER
CHAIRMAN
Quinault Indian Nation

3/7/05
Date

DENNIS BRADDOCK
SECRETARY
Department of Social & Health Services

Date

DEB BINGAMAN
ASSISTANT SECRETARY
Economic Services Administration

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE QUINULT INDIAN NATION AND THE WASHINGTON STATE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

**CONTRACT AMENDMENT NO. 1
TO
DSHS CONTRACT NO. 0162-81149**

DSHS Contract No. 0162-81149, by and between the **DEPARTMENT OF SOCIAL AND HEALTH SERVICES** and **THE QUINULT INDIAN NATION** is amended as follows to extend the period of performance:

The period of performance of this Agreement is extended through 12/31/04 pending upcoming statewide tribal consultation. This extension is contingent upon approval of Quinault's tribal TANF plan by the Department of Health & Human Services, Administration for Children & Families by April 1, 2004. However, if a new Tribal TANF agreement is completed prior to 12/31/04, this agreement shall become null and void.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this amendment.

By: PEARL CAPOEMAN-BALLER

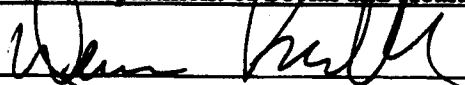
Title: CHAIRMAN, Quinault Indian Nation

Signature: 

Date: 3/10/04

By: DENNIS BRADDOCK

Title: SECRETARY, Department of Social and Health Services

Signature: 

Date: 3/22/04

By: DEB BINGAMAN

Title: ASSISTANT SECRETARY, Economic Services Administration

Signature: 

Date: _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE QUINULT INDIAN NATION AND THE WASHINGTON STATE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

**CONTRACT AMENDMENT NO. 2
TO
DSHS CONTRACT NO. 0162-81149**

DSHS Contract No. 0162-81149, by and between the **DEPARTMENT OF SOCIAL AND HEALTH SERVICES** and **THE QUINULT INDIAN NATION** is amended as follows to increase the maximum consideration:

Based on the Agreement signed March 23, 2001 the maximum consideration was \$3,591,795. Effective April 1, 2004 this total maximum consideration is increased by \$935,448, for the nine-month period of this amendment, for a new total maximum consideration of \$4,527,243.

This amount will be paid to the Nation, upon submission of a department voucher (A-19) in three equal payments of \$311,816 to be made at the beginning of each calendar quarter between April 1, 2004 through December 31, 2004.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

By: Pearl Capoeman-Baller

Title: Chairman, Quinault Indian Nation

Signature: Pearl Capoeman-Baller

Date: 3-27-04

By: Dennis Braddock

Title: Secretary, Department of Social And Health Services

Signature: Dennis Braddock

Date: 4-2-04

By: Deb Bingaman

Title: Assistant Secretary, Economic Services Administration

Signature: Deb Bingaman

Date: 4-1-04

12/22/2004

QUINULT INDIAN NATION TRIBAL TANF PROGRAM

EXHIBIT A

STATE MOE PAYMENT SCHEDULE

Contract Period: April 1, 2004 - March 31, 2007

CONTRACT EXTENSION THROUGH DECEMBER 31, 2004

PAYMENTS

1ST PAYMENT OF EXTENSION APRIL 1 - JUNE 30, 2004	\$311,816
SECOND PAYMENT OF EXTENSION JULY 1 - SEPT. 30, 2004	\$311,816
THIRD PAYMENT OF EXTENSION OCT. 1 - DEC. 31, 2004	\$311,816

JAN. 1 - MAR. 31, 2005	\$311,816
APR. 1 - JUN. 30, 2005	\$311,816
JULY 1, - SEPT. 30, 2005	\$311,816
OCT. 1- DEC. 31, 2005	\$311,816
JAN. 1 - MAR. 31, 2006	\$311,816
APR. 1 - JUN. 30, 2006	\$311,816
JULY 1, - SEPT. 30, 2006	\$311,816
OCT. 1- DEC. 31, 2006	\$311,816
JAN. 1 - MAR. 31, 2007	\$311,816

MAXIMUM AVAILABLE FOR THREE YEARS OF PAYMENTS - STATE FUNDS

\$3,741,792

Prepared by Jamie Langford